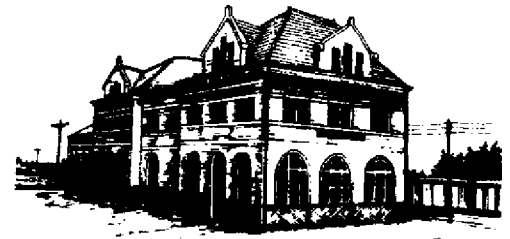


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Randy White, Loyal Winborn, Betty Shelton, Marsha Wilson, Larry Wagner, Terri Koets, Nancy Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, November 20, 2012
6:00 p.m.
11/16/2012 4:03 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda** – *NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 1. **Minutes:** November 6, 2012 – Regular Meeting
 2. **Claims and Fund Transfers:**
 - i. Total Claims - \$312,710.09
 - ii. Fund Transfers - \$80,382.63
 3. **Parade Permit:** Chamber of Commerce – Lighted Christmas Parade
6. **Public Forum** – *the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.*
7. **New Business**
 1. Appointment with Todd Spencer or Barb Devore of IowaWorks regarding Skilled Iowa
 2. Motion to Establish the Third and Final Reading on Ordinance No. 13-140 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO CEMETERY REGULATIONS
 3. Motion to Establish the Third and Final Reading on Ordinance No. 13-141 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO INSTALLMENT PAYMENT OF COST OF ABATEMENT
 4. Motion to Establish the Third and Final Reading on Ordinance No. 13-142 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY ADDING PROVISIONS PERTAINING TO LIEN EXEMPTION AND BY AMENDING PROVISIONS PERTAINING TO LIEN FOR NONPAYMENT

5. Resolution to Accept Annual Audit Report for the City of Creston for Fiscal Year Ending 06/30/2012
6. Resolution to approve a proposed Engineering Services Agreement from Clapsaddle-Garber Associates for the Airport Fencing Improvements Project
7. Resolution to approve agreement with Barker Lemar Engineering Consultants to place soil boring/monitoring wells on City right-of-way in the area of South Elm and West Union Streets
8. Resolution to approve request of \$18,795.00 from Hotel/Motel Funds for Creston Chamber of Commerce's 2013 Tourism Marketing/Promotion Budget
9. Resolution to accept a \$3,500 Volunteer Assistance Grant Award on behalf of the Fire Department
10. Resolution to approve payment of \$1,753.18 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson
11. Motion to approve temporary street closings on Thursday, November 29, 2012 for Lighted Christmas Parade and Fireworks Display
12. Appointment with Wayne Pantini, UCDA, to discuss Development Agreement with UCDA
13. Motion to approve request from Terian, Inc., to place a six foot tall chain link fence with three stands of barbed wire at 102 W. Union St.
14. Setting Community and Economic Development Priorities

8. Other

9. Adjournment

REGULAR MEETING OF THE CRESTON CITY COUNCIL NOVEMBER 6, 2012

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Koets, Wagner, Wilson, Shelton, Winborn and White. Loudon was absent.

Wilson moved seconded by Shelton to approve the agenda by deleting the item of discussing Local Contributions to SICO/SIDG Revolving Loan Fund with Wayne Pantini. All voted aye. Loudon was absent. Motion declared carried.

Wilson moved seconded by Shelton to approve the consent agenda, which included approval of minutes of October 16, 2012, regular meeting; claims of \$493,757.17 and fund transfers of \$21,032.50. All voted aye. Loudon was absent. Motion declared carried.

During Public Forum, Melvin Scadden, 411 N. Vine, asked Mayor Woods to explain the provisions being added that pertain to lien exemptions in Ordinance No. 13-142, so the public would know what it is.

Wagner moved seconded by Winborn to Establish the Second Reading of Ordinance No. 13-140 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO CEMETERY REGULATIONS. White, Koets, Wagner, Wilson, Shelton and Winborn voted aye. Loudon was absent. Second Reading declared Established.

Wagner moved seconded by Koets to Establish the Second Reading of Ordinance No. 13-141 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY AMENDING PROVISIONS PERTAINING TO INSTALLMENT PAYMENT OF COST OF ABATEMENT. Wilson, Shelton, Winborn, White, Koets and Wagner voted aye. Loudon was absent. Second Reading declared Established.

Wagner moved seconded by Shelton to Establish the Second Reading of Ordinance No. 13-142 – AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY ADDING PROVISIONS PERTAINING TO LIEN EXEMPTION AND BY AMENDING PROVISIONS PERTAINING TO LIEN FOR NONPAYMENT.

Councilperson Wagner asked Mr. Scadden to come back to the podium to explain what he wanted to know about the changes to the ordinance. Mr. Scadden's understanding was that unpaid sewer and garbage billings would revert back to the landlord if the tenant did not pay. Mr. Taylor explained that this ordinance is due to a change in the State Code and the City was trying to conform to the legislative changes. He also explained that the ordinance is actually protecting the landlord by exempting them from the unpaid billings.

Mayor Woods then called for the vote – Winborn, White, Koets, Wagner, Wilson and Shelton voted aye. Loudon was absent. Second Reading declared Established.

Mayor Woods announced it was time for a Public Hearing on the Community Development Block Grant Project #11-WS-015. Tim Ostroski, Executive Director of SICOG, reviewed the current activities of the grant. There being no questions regarding the grant, Mayor Woods called the Hearing to a close.

Mayor Woods announced it was time for a Public Hearing regarding a Community Development Block Grant Application for Creston Sewer Rehabilitation Project Phase 4 – North Side. Andrew Collings, SICOG Representative, reviewed the purpose of application. There being no questions regarding the grant application, Mayor Woods called the Hearing to a close.

A resolution was offered by Wagner seconded by Wilson to approve CDBG Grant Application for the Creston Sewer Rehabilitation Project Phase 4 – North Side and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Koets, Wagner, Wilson and Shelton voted aye. Loudon was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to approve Drawdown Request #10 for the CDBG Housing Rehabilitation Project #09-HSG-022 and authorize the Mayor and Clerk to execute the proper documentation. White, Koets, Wagner, Wilson, Shelton and Winborn voted aye. Loudon was absent. Resolution declared passed.

A resolution was offered by White seconded by Wagner to approve Payment Estimate #2 of \$107,719.91 to Feldhacker Contracting for work completed on the Entrance Road Improvements Project for the Airport and authorize the Mayor and Clerk to execute the proper documentation. Wilson, Shelton, Winborn, White, Koets and Wagner voted aye. Loudon was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Koets to approve payment of \$124.98 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Shelton, Winborn, White and Koets voted aye. Loudon was absent. Resolution declared passed.

A resolution was offered by Wilson seconded by Koets to accept a bid of \$2,900.00 from Ron Webb Roofing for replacement of roof and to scrape and repaint wood areas on the Creston/Union County Visitor Center on Hwy 34 West and to be paid from the Hotel-Motel Fund and authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Shelton, Winborn, White and Koets voted aye. Loudon was absent. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to approve Addendum #2 to Offer for Real Estate at 505 N. Elm in conjunction with the NSP and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Winborn, White, Koets Wagner and Wilson voted aye. Loudon was absent. Resolution declared passed.

Wilson moved seconded by Shelton to approve an amendment to Attachment A of the Neighborhood Stabilization Program. All voted aye. Loudon was absent. Motion declared carried.

Koets moved seconded by Wilson to confirm an Entertainment Agreement for the Park & Recreation Board's Concert in the Park. All voted aye. Loudon was absent. Motion declared carried.

Wilson moved seconded by White to approve partial street closures on Adams, Lincoln and Prairie Streets during the Firefighter's 5K Walk/Run on November 10, 2012, from 8 am – 9:30 am. All voted aye. Loudon was absent. Motion declared carried.

Mayor Woods declared Saturday, November 10, 2012, as Buddy Poppy Days.

Wilson moved seconded by White to adjourn the meeting. All voted aye. Loudon was absent. Motion declared carried. Council adjourned at 6:22 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	CARPENTER UNIFORM CO & ARNOLD MOTOR SUPPLY, LLP PETTY CASH - POLICE	SERGEANT COLLAR PINS BATTERY-PICKUP #792864-POSTAGE #792866-POSTAGE #792867-POSTAGE #792869-POSTAGE	7.88 155.83 5.58 5.75 7.59 4.90
			TOTAL:	187.53
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-OCT'12	4,328.44
			TOTAL:	4,328.44
FIRE PROTECTION	GENERAL FUND	CRESTON CITY WATER WORKS ED M FELD EQUIP CO INC MCI MEGA PREFERRED NAPA PERPETUA TECHNOLOGIES LLC PETTY CASH - FIRE	WATER-FIRE HELMET LINERS-RATCHES LONG DISTANCE BRAKE CONTROL-NEW TRK EN-ROUTE PRO BASIC SET UP #1687-TRASH BAGS #1688-COOLER #1689-CLEANING SUPPLIES #1690-MEDICAL SUPPLIES #1691-GUAGE #1692-LABELS #1693-FUEL FOR SMALL ENGIN #1694-POSTAGE #1695-POSTAGE	45.36 217.50 2.36 93.98 698.00 11.31 15.88 6.86 1.88 17.46 4.19 19.32 1.10 11.41
			TOTAL:	1,146.61
ING & HSNG SAFETY	GENERAL FUND	ARNOLD MOTOR SUPPLY, LLP PETTY CASH - MAINTENANCE	CORE RETURN-ALTERNATOR #3010-TOGGLE SWITCH	40.00- 3.59
			TOTAL:	36.41-
ANIMAL CONTROL	GENERAL FUND	CRESTON VET CLINIC PC DAVIS, BOB OR DOREEN	EUTHANIZE DOG SUCCESSFUL ADOPTION	9.95 20.00
			TOTAL:	29.95
AIRPORT	GENERAL FUND	ARROW ENERGY, INC. WASTE MANAGEMENT GUARANTY ABSTRACT CO SOUTHWEST IOWA RURAL ELECTRIC KENYON & NIELSEN PC-ATTYS AT LAW WEST AVIATION INC	4037 G JET A @ 3.634 3982 G 100LL @ 4.118 DUMPSTER-OCT'12 PRELIMINARY TITLE OPINION AIRPORT- ELECTRIC SVCS-AIRPORT TITLE OPINION PER FBO CONTRACT FUEL PROFIT-OCT'12	14,568.68 16,401.47 61.96 1,089.00 39.00 325.00 1,354.17 379.76
			TOTAL:	34,219.04
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT-OCT'12	37,566.86
			TOTAL:	37,566.86
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS WASTE MANAGEMENT ALLIANT ENERGY-INT PWR&LGHT MCI MEGA PREFERRED	WATER-1001 W JEFFERSON DUMPSTER-OCT'12 1001 W JEFFERSON-ELECTRIC LONG DISTANCE	18.14 40.89 110.15 4.77
			TOTAL:	173.95
PARKS	GENERAL FUND	AKIN BUILDING CENTER CRESTON CITY WATER WORKS	50 BAGS CONCRETE MIX SHUT VAVLE FOR RNBOW PRK	206.95 97.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CRESTON PUBLISHING CO	3-DAY FOR SALE AD-VAN	97.75
		WASTE MANAGEMENT	DUMPSTER-OCT'12	159.12
		GRAPHIC DISPLAYS	6-CAMERA IN USE SIGNS	120.00
		NAPA	OXYGEN	22.20
		ORR HEATING & AIR CONDITIONING	RPR SHOWERS-FLUSH VALVES	1,212.28
		PETTY CASH - RECREATION	#1757-TIRE REPAIR	14.00
			#1758-SEAL KIT	25.44
		TRUE VALUE HARDWARE & RENTAL	2 GAL WATERSEALANT	25.98
			TOTAL:	1,981.50
RECREATION	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-OCT'12	52.08
			TOTAL:	52.08
CEMETERY	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-OCT'12	61.96
		MCI MEGA PREFERRED	LONG DISTANCE	3.58
			TOTAL:	65.54
SWIMMING POOL	GENERAL FUND	FASTENAL	NUTS/BOLTS FOR WATERSLIDE	27.14
			NUTS/BOLTS FOR WATERSLIDE	17.28
			NUTS/BOLTS FOR WATERSLIDE	42.34
		ORR HEATING & AIR CONDITIONING	RPR SHOWERS-FLUSH VALVES	1,212.27
			TOTAL:	1,299.03
FINANCIAL ADMINISTRATN	GENERAL FUND	CRESTON PUBLISHING CO	LEGAL ADS/NOTICES-OCT'12	573.45
		DRAPER/SNODGRASS/MIKKELSEN & CO PC	AUDIT FY'12	14,850.00
		GARDEN & ASSOCIATES	ENG SVCS COTTONWOOD	6,691.00
		HABITAT FOR HUMANITY	SUPPLIES @ 801 W JEFFERSON	1,114.11
			SUPPLIES @ 801 W JEFFERSON	500.00
			SUPPLIES @ 801 W JEFFERSON	139.07
		HEARTLAND TECHNOLOGY SOLUTIONS	MONTHLY FIREWALL MGMT	129.00
		MATT PARROTT & SONS CO	LASER FORMS-4 PART	48.62
		MCI MEGA PREFERRED	LONG DISTANCE-CITY HALL	52.45
			LONG DISTANCE-FAXES	2.62
		OFFICE DEPOT	MESH SORTER	13.98
			TONER-CORR TAPE-WHITE PAP	95.61
		SHRED-IT USA - DES MOINES	1-BAG SHRED	56.50
		UNION CO ABSTRACT INC	ABSTRACT-COTTONWOOD SBDV	216.00
		US POST OFFICE	ANNUAL BOX RENT #449	310.00
			TOTAL:	24,792.41
LEGAL SERVICES	GENERAL FUND	KENYON & NIELSEN PC-ATTYS AT LAW	PROF SVCS-SEPT'12	457.00
			PROF SVCS-OCT/NOV'12	500.00
			TOTAL:	957.00
CITY HALL	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-CITY HALL	31.75
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-OCT'12	380.00
		FEINELT, ROBERT	JANITORIAL SERVICES	80.00
			TOTAL:	491.75
INSURANCE (GENERAL)	GENERAL FUND	TYLER INSURANCE SERVICES INC	ADDED EQUIPMENT	46.00
			TOTAL:	46.00
COMMUNITY CENTER MAINT	COMMUNITY CENTER	SIMPLEXGRINNELL LP	SVCS-FIRE SPRINKLER SYSTEM	975.00
			TOTAL:	975.00
ROAD MAINTENANCE	ROAD USE TAX	AMERICAN CONCRETE PRODUCTS INC	18.5 YDS M-4	2,374.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			15 YDS M-4	1,931.50
			2.5 YDS M-4	423.25
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	28.50
		NORSOLV SYSTEMS ENVIRONMENTAL SERVICES	SERVICE CLEANING UNIT	110.95
		BOYD APPLIANCE & TV INC	USED REFRIGERATOR	150.00
		CJ COOPER & ASSOCIATES INC	RANDOM DRUG SCREENS-JOHNST	32.00
		EBLEN CONSTRUCTION CO	40 HRS SHEEPFOOT RENTAL	400.00
		HEARTLAND TIRE & AUTO	MOUNT TIRES-BALANCE	190.00
		MARK IDE	CATCH BASIN	360.32
			24-3/8 ROD	11.73
		KELLY TIRE & EXHAUST	2-315/80R/22.5 TIRES	1,000.56
		LOGAN CONTRACTORS SUPPLY INC	ROADSAVER-SQUEEGEE	2,323.40
			SEALANT-SQUEEGEE	2,323.40-
			2251 LBS ROADSAVER	1,958.37
			SEALANT	1,958.37-
		MCI MEGA PREFERRED	LONG DISTANCE	3.81
		NAPA	TAIL LAMP ASSEMBLY	30.98
			4-AMBER MINI BAR	611.72
			TAIL LAMP ASSEMBLY	30.98
		PETTY CASH - MAINTENANCE	#3002-FUEL FOR CHAIN SAW	8.26
			#3003-PIPE FITTING	2.44
			#3004-SHARPEN CHAIN	16.00
			#3005-NUMBERS FOR TRUCK	5.35
			#3006-FUEL FOR CHAIN SAW	7.50
			#3007-OUTLET COVERS	6.07
			#3008-HOLDER	2.99
			#3009-PIPE NIPPLE	1.84
		AGRILAND FS INC	NOZZLE ON DSL TANK	78.20
			1110 G UNL @ 3.061	3,397.71
			877 G #1 DSL @ 3.621	3,175.62
			430 G #2 DSL @ 3.381	1,453.83
			TOTAL:	15,846.36
SNOW AND ICE CONTROL	ROAD USE TAX	HALLETT MATERIALS	15.83 T ICE CONTROL SAND	165.11
			TOTAL:	165.11
ADMIN-STREETS(ENGINR)	ROAD USE TAX	ACTION REPROGRAPHICS	22X34 & 24X36 PAPER	147.28
			TOTAL:	147.28
SELF FUNDING INSURANCE PAYROLL TAX BENEFI	TOTAL ADMINISTRATIVE SERVICES CORP		SVC PERIOD 1/1/13-1/31/13	177.00
			TOTAL:	177.00
POLICE FORFEITURE	POLICE FORFEITURE	PETTY CASH - POLICE	#792868-DOG FOOD	28.99
		TRUE VALUE HARDWARE & RENTAL	DOG FOOD	28.99
			TOTAL:	57.98
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	AKIN BUILDING CENTER	MATERIAL-EAGLE PROJECT	917.62
		UNITED BRICK AND TILE CO	8X8 NAME BRICK	50.15
			TOTAL:	967.77
LIBRARY(RESTRICTED GIF	RESTRICTED GIFTS-L	OFFICE DEPOT	TONER'S-PAPER CLIPS-CLIPS	871.70
			TOTAL:	871.70
SERVICE	DEBT SERVICE	FIRST NATIONAL BANK	INTEREST PMT-#114293	3,194.38
			TOTAL:	3,194.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SANITARY SEWER/WASTWTR	SEWER OPERATING FU	AKIN BUILDING CENTER	PLYWOOD-SIDING-NAILS	175.53
		BLUETARP FINANCIAL, INC.	HOSE REEL	144.74
		CJ COOPER & ASSOCIATES INC	RANDOM DRUG SCREENS-KRUSE	32.00
		CONTINENTAL RESEARCH CORP	1-CASE TEFLAPANT	196.35
		COOK VIDEO & APPLIANCE	DISHWASHER REPAIR	110.06
		CRESTON CITY WATER WORKS	1/2 ONE CALLS-OCT'12	85.05
		WASTE MANAGEMENT	DUMPSTER-OCT'12	75.14
		ZELLMER'S SOFT WATER	REPAIR WATER SYSTEM	359.66
		DIVISION OF LABOR	BOILER INSPECTION CERT.	25.00
		HYGIENIC LABORATORY-AR	2-NH3'S	36.00
			2-NH3'S	36.00
			2-NH3'S	36.00
			2-BOD'S	36.00
			2-BOD'S	72.00
			AMMONIA-PLANT EFFLUENT	18.00
			PLANT METALS	116.00
			PLANT METALS	116.00
			2-NH3'S & 1-PLANT METAL	116.00
		IOWA DEPT OF TRANSPORTATION	AMBER LIGHT DUAL BULB	258.16
		JWC ENVIRONMENTAL	REPLACEMENT GRINDER	7,734.00
		MCI MEGA PREFERRED	LONG DISTANCE	4.27
		NAPA	SPRAY NIPPLE-PLIERS	59.68
			FRESH CAB-U BOLTS-BULBS	329.12
		PETTY CASH - SANITATION	#497867-SAFETY HASP	18.73
			#497868-STARTER HANDLE	7.76
		PETZNICK'S	1000-2 PART INSPECT FORMS	185.00
		UPS	POSTAGE	29.03
			TOTAL:	10,411.28
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS-OCT'12	59.07
		CRESTON VET CLINIC PC	TEST, VACC, EXAM 2 DOGS	118.67
			SPAY CAT-T ARTS	55.00
			EMERGENCY MEDICAL-DRAMAN	100.00
			EMERG MEDICAL-R WILLIAMSO	100.00
		SOUTHERN HILLS VET SVC INC	EXAM, TEST, TREAT STRAY CAT	106.50
		TRI COUNTY VETERINARY SERVICES	SPAY CAT-R HIGGINS	55.00
			TOTAL:	594.24

===== FUND TOTALS =====

001	GENERAL FUND	107,301.28
006	COMMUNITY CENTER	975.00
110	ROAD USE TAX	16,158.75
112	PAYROLL TAX BENEFIT	177.00
120	POLICE FORFEITURE	57.98
166	RESTRICTED GIFTS-MCKNLY P	967.77
167	RESTRICTED GIFTS-LIBRARY	871.70
200	DEBT SERVICE	3,194.38
610	SEWER OPERATING FUND	10,411.28
953	ANIMAL SHELTER *AGENCY FU	594.24
GRAND TOTAL:		140,709.38

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 11/20/12

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	14,332.26
TOTAL ADMINISTRATIVE SVC	FLEX	670.87
NO DEPT ENTERED	TOTAL	\$ 15,003.13
FINANCIAL ADMINISTRATION		
CRESTON CITY WATERWORKS	PASS THRU	59,777.00
FINANCIAL ADMINISTRATION	TOTAL	\$ 59,777.00
SELF FUNDING INSURANCE		
TRISTAR BENEFIT (2)	INV CHECK RUN	19,532.33
SELF FUNDING INSURANCE	TOTAL	\$ 19,532.33
MANUAL CHECK/DEBITS TOTAL		\$ 94,312.46

THE FOLLOWING DEBITS WILL BE MADE DECEMBER 1, 2012:

FINANCIAL ADMINISTRATION		
BANKERS TRUST	SERVICE FEE #0185377389	250.00
	SERVICE FEE #0185387032	250.00
FINANCIAL ADMINISTRATION	TOTAL	\$ 500.00
DEBT SERVICE		
BANKERS TRUST	INT DUE 12/01/12 #0185377389	21,326.25
	INT DUE 12/01/12 #0185387032	12,827.12
	INT DUE 12/01/12 #0185387040	11,039.88
IOWA FINANCE AUTH.	INT DUE 12/01/12 #C0157R	12,480.00
	INT DUE 12/01/12 #CW9407R	2,580.00
	INT DUE 12/01/12 #CW9408R	12,090.00
	INT DUE 12/01/12 #CW9704R	4,845.00
DEBT SERVICE	TOTAL	\$ 77,188.25

GRAND TOTAL TO BE DEBITED ON 12/01/12 -----**\$77,688.25**

FUND TRANSFERS FOR PERIOD ENDING:

12/01/12
POSTING DATE

ACTG PER GLJ NO.

THE FOLLOWING TRANSFERS ARE SCHEDULED TO BE MADE AFTER COUNCIL APPROVAL:

AMOUNT	FROM	TO	-G/L ACCT-	DR	CR
\$ 21,326.25	125 TIF-JAMES SBDV (75%)	200 DEBT SERVICE	125 6910	21,326.25	
			125 1110		21,326
	FOR: INT DUE 12/01/12 #185377389		200 1110	21,326.25	
	VENDOR: BANKERS TRUST		200 4830		21,326
\$ 12,827.12	125 TIF-JAMES SBDV (75%)	200 DEBT SERVICE	125 6910	12,827.12	
			125 1110		12,827
	FOR: INT DUE 12/01/12 #185387032		200 1110	12,827.12	
	VENDOR: BANKERS TRUST		200 4830		12,827
\$ 11,039.88	146 TIF-HWY 34 IMPROVEMENTS	200 DEBT SERVICE	146 6910	11,039.88	
			146 1110		11,039
	FOR: INT DUE 12/01/12 #185387040		200 1110	11,039.88	
	VENDOR: BANKERS TRUST		200 4830		11,039
\$ 3,194.38	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910	3,194.38	
			611 1110		3,194
	FOR: INT DUE 12/01/12-SWR TRK #114293		200 1110	3,194.38	
	VENDOR: FIRST NATIONAL BANK		200 4830		3,194
\$ 12,480.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910	12,480.00	
			611 1110		12,480
	FOR: INT DUE 12/01/12-#C0157R		200 1110	12,480.00	
	VENDOR: IOWA FINANCE AUTHORITY		200 4830		12,480
\$ 2,580.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910	\$2,580.00	
			611 1110		\$2,580
	FOR: INT DUE 12/01/12-#CW9704R		200 1110	\$2,580.00	
	VENDOR: IOWA FINANCE AUTHORITY		200 4830		\$2,580
\$ 12,090.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910	12,090.00	
			611 1110		12,090
	FOR: INT DUE 12/01/12-#CW9408R		200 1110	12,090.00	
	VENDOR: IOWA FINANCE AUTHORITY		200 4830		12,090
\$ 4,845.00	611 SEWER DEBT SERVICE FUND	200 DEBT SERVICE	611 6910	4,845.00	
			611 1110		4,845
	FOR: INT DUE 12/01/12-#CW9407R		200 1110	4,845.00	
	VENDOR: IOWA FINANCE AUTHORITY		200 4830		4,845
\$ 80,382.63	TOTAL - TRANSFERS		HASH TOTALS: \$ 160,765.26 \$ 160,765.2		

FOR EMPLOYERS



NATIONAL
CAREER READINESS
CERTIFICATE®

CERTIFY YOUR WORKFORCE



™ PART OF THE
WORKREADY SYSTEM

ACT™

ACT.ORG/WORKFORCE

WANTED: APPLICANTS WITH CERTIFIED WORKPLACE SKILLS

Employers across the country report that they are often overwhelmed by stacks of applications for only a handful of open positions. Sifting through these applications is time-consuming and inefficient. You need a way to quickly pinpoint individuals with essential, verifiable workplace skills. The National Career Readiness Certificate (NCRC™) is your solution.

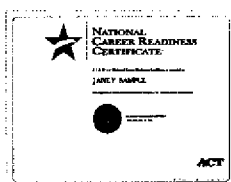
CERTIFY YOUR WORKFORCE

Ask your applicants to earn the NCRC. It's that simple. Once you do, you'll be on your way to finding qualified applicants for your job openings. The National Career Readiness Certificate, issued by ACT, is a portable, evidence-based credential that certifies essential skills needed for workplace success. This credential is used across all sectors

of the economy and verifies the following cognitive skills:

- Problem solving
- Critical thinking
- Reading and using work-related text
- Applying information from workplace documents to solve problems
- Applying mathematical reasoning to work-related problems
- Setting up and performing work-related mathematical calculations
- Locating, synthesizing, and applying information that is presented graphically
- Comparing, summarizing, and analyzing information presented in multiple related graphics

Take that first important step toward certifying your workforce by asking for the NCRC.



INDIVIDUALS CAN EARN THE NCRC BY TAKING THREE WORKKEYS® ASSESSMENTS:

- APPLIED MATHEMATICS
- LOCATING INFORMATION
- READING FOR INFORMATION

WorkKeys assessments measure "real world" skills that employers believe are critical to job success. Test questions are based on situations in the everyday work world.

CERTIFICATE LEVEL	LEVEL SCORE REQUIREMENTS	PERCENTAGE OF QUALIFIED JOBS IN WORKKEYS DATABASE*
Platinum	Minimum score of 6 on each of the three core areas	Examinee has necessary foundational skills for 99% of the jobs in the WorkKeys database
Gold	Minimum score of 5 on each of the three core areas	Examinee has necessary foundational skills for 93% of the jobs in the WorkKeys database
Silver	Minimum score of 4 on each of the three core areas	Examinee has necessary foundational skills for 67% of the jobs in the WorkKeys database
Bronze	Minimum score of 3 on each of the three core areas	Examinee has necessary foundational skills for 16% of the jobs in the WorkKeys database

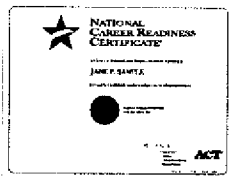
* The Certificate is only one of many selection criteria employers use when hiring and promoting. Earning the National Career Readiness Certificate is not a substitute for meeting other job requirements. Employers who require specific levels of WorkKeys scores are encouraged to perform a job analysis. Learn more at act.org/workkeys/analysis.

MEASURE PERSONAL STRENGTHS WITH NCRC PLUS

Foundational knowledge and skills related to job tasks are the most valid predictors of work performance. Combining measures of cognitive skills with measures of work-related behaviors—or soft skills—brings even greater accuracy to predictions about an individual's success at work or in training. In addition to the cognitive skills listed previously, the NCRC Plus ranks individuals in the following soft skills categories:

- **Work Discipline**—Productivity and dependability
- **Teamwork**—Tolerance, communication, and attitude
- **Customer Service Orientation**—Interpersonal skills and perseverance
- **Managerial Potential**—Persuasion, enthusiasm, and problem solving

Individuals can earn the NCRC Plus by taking the WorkKeys *Talent* assessment. *The Talent assessment is not required to qualify for a National Career Readiness Certificate.* The foundational skills certified by the NCRC and the NCRC Plus are recognized by thousands of employers as essential for workplace success and career advancement.



NCRC PLUS RANKING	SCORE REQUIREMENTS FOR EACH SOFT SKILL CATEGORY
★	≤ 25%
★★	26–50%
★★★	51–75%
★★★★	76–100%

FOUR STEPS TO FASTER IMPLEMENTATION

Once you have decided to use the NCRC at your organization, follow these four steps for a faster, more effective implementation.

01. PREPARE

- Learn to explain the program to others with clear, consistent statements
- Get the appropriate people at your company involved
 - Executive level (program sponsor, decision maker)
 - Human Resources staff
 - Heads or representatives of major departments

02. PLAN

- Decide how your company will use the NCRC
 - Recommend for some or all positions
 - Use for hiring and/or promoting
- Assign tasks to appropriate team members
- Review key steps and prepare to implement

03. LAUNCH

- Communicate with internal and external audiences
- Train internal stakeholders who will work with the program
- Integrate the credential into job postings and descriptions: "We recommend a National Career Readiness Certificate for all applicants to this position."

04. BUILD

- Help applicants earn the National Career Readiness Certificate. Find a test center near you by going to act.org/workkeys/locations.html.
- Build a pool of qualified applicants

For details on how the NCRC can best be utilized by your organization, please contact ACT:
800/967-5539 | nationalcareerreadiness.org

"The Certificate works. It's the best system available. There's nothing else that even comes close. When employers understand the value and see the big picture the way CG Power Systems does, they will see how their investment in their workforce can result in long-term substantial gains for the company and the economy."

BRYAN HERRICK, DIRECTOR OF WORKFORCE AND COMMUNITY DEVELOPMENT AT JEFFERSON COLLEGE



ASSESS YOUR WORKFORCE. WorkKeys assessments measure workplace skills critical to job success. These skills are valuable for any occupation—skilled or professional—at any level of education, and in any industry. More than 10 million WorkKeys assessments have been administered. workkeys.com



CERTIFY YOUR WORKFORCE. ACT® Pro—ACT Professional Credentialing Services—offers more than 35 years of experience in providing clients with a full range of customized testing services. ACT's knowledgeable, experienced staff establishes working relationships with credentialing organizations to identify and fulfill their needs. ACT maintains the highest standards of quality and performance for examination programs. As an industry leader in psychometric research, ACT focuses on validity, reliability, and standard setting. act.org/workforce



CERTIFY YOUR WORKFORCE. The National Career Readiness Certificate, issued by ACT, is an industry-recognized, portable, evidence-based credential that certifies essential skills needed for workplace success. nationalcareerreadiness.org



DEVELOP YOUR WORKFORCE. KeyTrain® is the complete interactive learning tool for career readiness skills. At its foundation is a curriculum designed to help people master the applied workplace skills measured by the WorkKeys® assessments. This core curriculum is complemented by diagnostic tools, soft skills training, and powerful reporting capabilities to form a robust career readiness learning system. workkeys.com



RECOGNIZING EXCELLENCE. PROMOTING OPPORTUNITY. ACT is a nonprofit organization with one guiding purpose: helping people achieve education and workplace success. Scholarship programs support this mission. ACT's Scholarship and Recognition Services offer a full spectrum of consulting and program management services to organizations that provide scholarships for education and career development. act.org/recognition

NCRC Occupations by Certificate Level

Platinum

Computer Software Engineers, Systems Software
Database Administrators
Education Administrators, Postsecondary
Financial Managers, Branch or Department
Human Resources, Training, and Labor Relations Specialists
Life, Physical, and Social Science Technicians, All Other
Network Systems and Data Communications Analysts
Occupational Health and Safety Technicians
Public Relations Specialists
Sales Managers
Engineers, Mechanical and Aerospace
Physicists

Gold

Child, Family, and School Social Workers
Computer Systems Analysts
Customer Service Representatives
Education Administrators
Employment Interviewers, Private or Public Sectors
Executive Secretaries and Administrative Assistants
First-Line Supervisors, Administrative Support & Customer Service
Government Service Executives
Health Technologists and Technicians, All Other
Human Resources Assistants, Except Payroll and Timekeeping
Management Analysts
Medical and Health Services Managers
Personnel Recruiters
Postsecondary Teachers, All Other
Private Sector Executives
Purchasing Managers
Social and Community Service Managers
Technical Directors/Managers
Training and Development Specialists
Welfare Eligibility Workers and Interviewers

NCRC Occupations by Certificate Level

Silver

Administrative Services Managers
Bookkeeping, Accounting, and Auditing Clerks
Computer Operators
Correctional Officers and Jailers
Data Entry Keyers
Healthcare Support Workers, All Other
Instructional Coordinators
Interviewers, Except Eligibility and Loan
Licensed Practical and Licensed Vocational Nurses
Maintenance and Repair Workers, General
Medical Assistants
Medical Records and Health Information Technicians
Occupational Health and Safety Specialists
Office Clerks, General
Payroll and Timekeeping Clerks
Preschool Teachers, Except Special Education
Receptionists and Information Clerks
Sales Representatives, Services, All Other
Shipping, Receiving, and Traffic Clerks
Switchboard Operators, Including Answering Service
Teacher Assistants
Tellers
Training and Development Managers

Bronze

Home Health Aides
Janitorial Supervisors
Janitors and Cleaners
Office and Administrative Support Workers, All Other
Sales and Related Workers, All Other
Highway Maintenance Workers
Drivers/Sales Workers
Automotive Glass Installers and Repairers
Drywallers
Carpet Installers
Legal Secretaries
Dental Hygienists
Automotive Service Technicians and Mechanics
Farmworkers, Farm and Ranch Animals
Insurance Claims and Policy Processing Clerks
Postal Service Mail Carriers
Telemarketers
Flight Attendants
Embalmers
Correctional Officers and Jailers
Nursing Aides, Orderlies, and Attendants
Elementary School Teachers, Except Special Education
Packaging and Filling Machine Operators and Tenders
Home Health Aides



This agreement communicates our commitment to use the *National Career Readiness Certificate* (NCRC) as a means to document an individual's essential work-related skills.

Employer Commitments:

- We will recommend the *National Career Readiness Certificate* in hiring and/or promotion practices for one or more positions in our organization.
- We give permission to use our organization's name in public awareness efforts to promote the *National Career Readiness Certificate*.

Employer Information:

Name of Company: _____

Key Contact: _____

Key Contact Title/Role: _____

Phone: _____ EXT: _____ Email Address: _____

Company Address: _____

City: _____ State: Iowa ZIP: _____ County: _____

Number of Employees: _____ Industry: _____

Employer Signature: _____ Date: _____

The National Career Readiness Certificate is an ACT® product based on the WorkKeys® program.

NCRC Skills By Certificate Level

	Bronze	Silver	Gold	Platinum
Reads and understands:				
Concise policies and announcements in order to follow and apply instructions	X	X	X	X
Straightforward procedures; follow directions that include "if-then" scenarios		X	X	X
Highly detailed policies such as technical manuals, etc; and occupational jargon			X	X
Complex procedures and policies including regulatory and legal documents				X
Implied details and analyze the rationale behind policies and procedures				X
Reads and uses workplace graphics to: (charts, graphs, tables, maps, forms, gauges, diagrams, blueprints, etc.)				
Find or fill in one or two pieces of information in a simple graphic	X	X	X	X
Summarize information; identify and compare trends within multiple graphics		X	X	X
Sort through distracting information using detailed, complicated graphics;			X	X
Apply information found in complex timelines and blueprints				X
Draw conclusions and make decisions using multiple, very complex graphics				X
Applies mathematical reason and critical thinking to:				
Add, subtract, multiply and divide using whole numbers	X	X	X	X
Convert money and time units to provide services or information	X	X	X	X
Solve problems that require one or two step operations		X	X	X
Calculate averages, ratios, rates, proportions		X	X	X
Add fractions, decimals, and percentages		X	X	X
Perform several steps of logic and calculations; use formulas; find the "best deal"			X	X
Calculate perimeters and areas of shapes; calculate percent discount or markup			X	X
Solve two-dimensional geometric problems			X	X
Use multiple formulas to convert units of measurements from one unit to another				X
Solve three dimensional geometric problems; multistep calculations				X
Calculate the volume of rectangular solids and multiple rates				X

Engineering Services Agreement



THIS AGREEMENT made this _____ day of _____, 2012, by and between the City of Creston, Iowa, hereinafter called the *Owner*, and Clapsaddle-Garber Associates, Inc., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the *Engineer*.

WHEREAS, the Owner requires professional engineering services from the Engineer for the project described as:

Fencing Improvements
Creston Municipal Airport
Creston, Iowa

WITNESSETH that for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed as follows:

1. Engineer

The ENGINEER AGREES to perform the following engineering services for the Project:

- a. **General.** The Engineer has reviewed the site of the Project and the engineering services involved and the Engineer shall serve as the Owner's professional representative in the engineering services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

- b. **Scope of Engineering Services.** The Engineer shall accomplish those tasks described in Attachment A – *Scope of Engineering Services*.
- c. **Time Schedule for Execution of Engineering Services.** It is estimated the engineering time required to accomplish the *Scope of Engineering Services* through Task 1.0 – "Design" will be ninety (90) calendar days from the authorization to proceed. The Engineer acknowledges the importance to the Owner of the Project

schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

- d. **Additional Special Services.** When requested in writing by the Owner, Engineer shall furnish or obtain from others "Additional Special Services" not described in the *Scope of Services* included in this Agreement. The scope of the Additional Special Services and the related cost shall be negotiated as the need arises.

2. Owner

The OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. **Access to the Work.** The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public land as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. **Consideration of the Engineer's Work.** The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. **Legal Requirements.** The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests, and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. The Owner's Payments to the Engineer

a. General

- 1) Abandoned or Suspended Work. If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- 2) Payment to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date shall be subject to an interest charge of eighteen percent (18%) per annum from the date of the invoice.
- 3) Collection. In the event legal action is necessary to enforce the payment provisions of this Agreement, Engineer shall be entitled to collect from Owner any judgment or settlement sums due, reasonable attorney's fees, court costs,

and expenses incurred by Engineer in connection with such collection action, computed at Engineer's prevailing fee schedules and expense policies.

- b. **Payments for Design and Construction Services.** The Owner shall pay the Engineer a fixed fee in accordance with the following:

Task 1.0	Design	\$2,400
Task 2.0	Informal Bids	\$900
Task 3.0	Contract Administration	\$1,500
Task 4.0	Grant Administration	\$200

4. Conditions

The OWNER and ENGINEER FURTHER AGREE to the following conditions:

- a. **Termination of Contract.** The Engineer may terminate this Agreement upon giving the Owner five (5) calendar days' prior written notice for any of the following reasons:

1. Breach by the Owner of any material term of the Agreement including but not limited to Payment Terms.
2. Material changes in the conditions under which the Agreement was entered into.
3. Failure of the parties hereto to reach accord on the fees and charges for any Additional Services required.
4. Actions under this Agreement which may expose the Engineer to claims or other charges filed by persons to whom the Engineer owes a duty of care.

The Owner shall within thirty (30) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

The Owner may terminate this Agreement:

1. The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.
2. If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed services.
3. If the termination is due to failure to fulfill the Engineer's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Owner for any additional cost occasioned to the Owner thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

In the event the Owner's funds for this project are substantially reduced or totally withdrawn, the Owner shall have the right, at its option, to renegotiate or terminate this Agreement

- b. ***Suspension of Services:*** If the project is suspended for more than thirty (30) calendar days in the aggregate by the Owner, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his option, terminate this Agreement upon giving notice in writing to the Owner.

If the Owner fails to make payments when due or otherwise is in breach of the Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Owner. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of the Agreement by the Owner.

- c. ***Dispute Resolution.*** In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- d. ***Ownership of Documents.*** All documents including plans and specifications prepared by the Engineer pursuant to this Agreement are instruments of service in the Project. They are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer; and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.
- e. ***Opinion of Probable Cost.*** Statements of probable construction costs and detailed cost estimates prepared by the Engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Engineer has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or

market conditions. Accordingly, the Engineer does not guarantee that any actual cost will not vary from any cost estimate prepared by the Engineer.

- f. **Certificate of Merit.** The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the Engineer unless the Owner shall have first provided the Engineer with a written certification executed by an independent Engineer licensed in Iowa to practice in the same discipline as the Engineer specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected on an Engineer performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the Engineer thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.
- g. **Jobsite Safety.** Neither the professional activities of the Engineer, nor the presence of the Engineer's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.
- h. **Successors and Assigns.** This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer, respectively, and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
- i. **Equal Opportunity/Affirmative Action.** The Engineer is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. The Engineer with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment.
- j. **Records Retention.** The Engineer shall retain all records pertaining to the contract for three years from the date of final payment for inspection and audit by local or state officials or their authorized representatives.
- k. **Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

- 3.2 Visits to the Site and Project Coordination. We will make one visit to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visit, and our project coordination, we will determine in general if such work is proceeding in accordance with the Contract and keep the City of Creston informed of the progress.
- 3.3 Construction Final Payment. When the Contractor claims final completion of the construction, we will make a recommendation for payment.
- 3.4 Record Drawings. We will prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process.

Phase 4.0 - Grant Administration

- 4.1 Claim for Reimbursement. We will track the project costs, gather invoices and prepare for the City of Creston's signature and submission, Iowa DOT form 291108 "Claim for Reimbursement of Project Costs." The City of Creston will provide copies of checks documenting payment of the invoices.

Labor Estimate Fencing Improvements Creston Municipal Airport													
Phase	LABOR HOURS							Salary Cost	Over- head	Direct Exp.	Fixed P'ment	Out- Side Services	FEE
	Proj Man	P.E. 1	Tech 10	Tech 9	Tech 8	Assoc 7							
BASIC SERVICES													
1.0 Design													
1.0 Site Plan	2	4						230.00	395.60	0.00	93.84		\$719.44
1.2 Specifications	2	6						287.00	493.64	0.00	117.10		\$897.74
1.3 Bid Documents	2	4					2	265.50	456.66	0.00	108.32		\$830.48
PHASE TOTAL	6	14	0	0	0	2		782.50	1,345.90	0.00	319.26	0.00	\$2,447.66
2.0 Bid Letting													
2.1 Advertising & Distribution of Bid Documents		2					1	74.75	128.57	0.00	30.50		\$233.82
2.2 Bid Opening and Award	2	2						173.00	297.56	135.00	70.58		\$676.14
PHASE TOTAL	2	4	0	0	0	1		247.75	426.13	135.00	101.08	0.00	\$909.96
3.0 Contract Administration													
3.1 Submittal Reviews and Coordination		2						57.00	98.04	0.00	23.26		\$178.30
3.2 Visits to the Site and Project Coordination		10						285.00	490.20	135.00	116.28		\$1,026.48
3.3 Construction Final Payment		2						57.00	98.04	0.00	23.26		\$178.30
3.4 Record Drawings		2						57.00	98.04	0.00	23.26		\$178.30
PHASE TOTAL	0	16	0	0	0	0		456.00	784.32	135.00	186.05	0.00	\$1,561.37
4.0 Grant Administration													
4.1 Claim for Reimbursement		2					1	74.75	128.57	0.00	30.50		\$233.82
PHASE TOTAL	0	2	0	0	0	1		74.75	128.57	0.00	30.50	0.00	\$233.82
PROJECT TOTALS	8	36	0	0	0	4		\$1,561	\$2,685	\$270	\$637	\$0	\$5,153

Direct Expenses:

Personal Vehicle Mileage: \$0.50 per Mile
Survey Vehicle Mileage: \$1.00 per Mile
Round Trip ~ 270 miles

Survey Equipment: \$10 per hour
CAD computer Time: \$5 per hour

BARKER LEMAR
ENGINEERING CONSULTANTS

November 9, 2012

Mr. Kevin Kruse
Public Works Director
Creston Public Works
PO Box 449
Creston, Iowa 50801

RE: Drilling/Monitoring Well Access Agreement
Casey's General Store #3
200 S. Elm St.
UST Registration No. 8606584
LUST No. 7LTF70
Project No. CASYS 30002

Dear Mr. Kruse:

BARKER LEMAR ENGINEERING CONSULTANTS (BARKER LEMAR), on behalf Casey's General Store, is performing a Risk Based Corrective Action (RBCA) Assessment at the above-referenced site. These tasks are being conducted in accordance with regulations for underground storage tank sites found in Iowa Administrative Code, Chapter 135.

As part of the assessment for the station we would like to advance five borings to assess soil contamination, and complete one of these borings as a groundwater monitoring well; these borings will be approximately eight inches in diameter and located as described:

Boring 1: Along the south side of the Union Street right of way, approximately 25 feet west from the Elm Street intersection.

Boring 2: In the southeast corner of the Union Street and Elm Street right of ways intersection, this boring will be completed as a groundwater monitoring well.

Boring 3: Along the south side of the Union Street right of way, approximately 70 feet east from the Elm Street intersection.

Boring 4: In the northeast corner of the Union Street and Elm Street right of ways intersection.

Boring 5: Along the east side of the Elm Street right of way, approximately 60 feet south from the Union Street intersection.

Please note BARKER LEMAR does not intend to impede vehicle traffic with the advancement of the listed soil borings.



Attachment A is a site map showing the approximate locations for the proposed drilling. Attachment B is a License Agreement for the Site Assessment. If the terms of this agreement are satisfactory to you, please sign one copy of the agreement and return it to BARKER LEMAR. An additional copy has been included for your records.

We appreciate your consideration of this request. If you have any questions regarding this matter, please contact us at (515) 256-8814.

Sincerely,
BARKER LEMAR ENGINEERING CONSULTANTS


Shannan Garretson
Environmental Scientist


Mary Thomsen
Chief Operating Officer

ATTACHMENT A

SITE MAP



LEGEND

⊙ MW-1

APPROXIMATE MONITORING
WELL LOCATION

□ B

APPROXIMATE LOCATION
OF BOREHOLE

SCALE

0 40 FT.

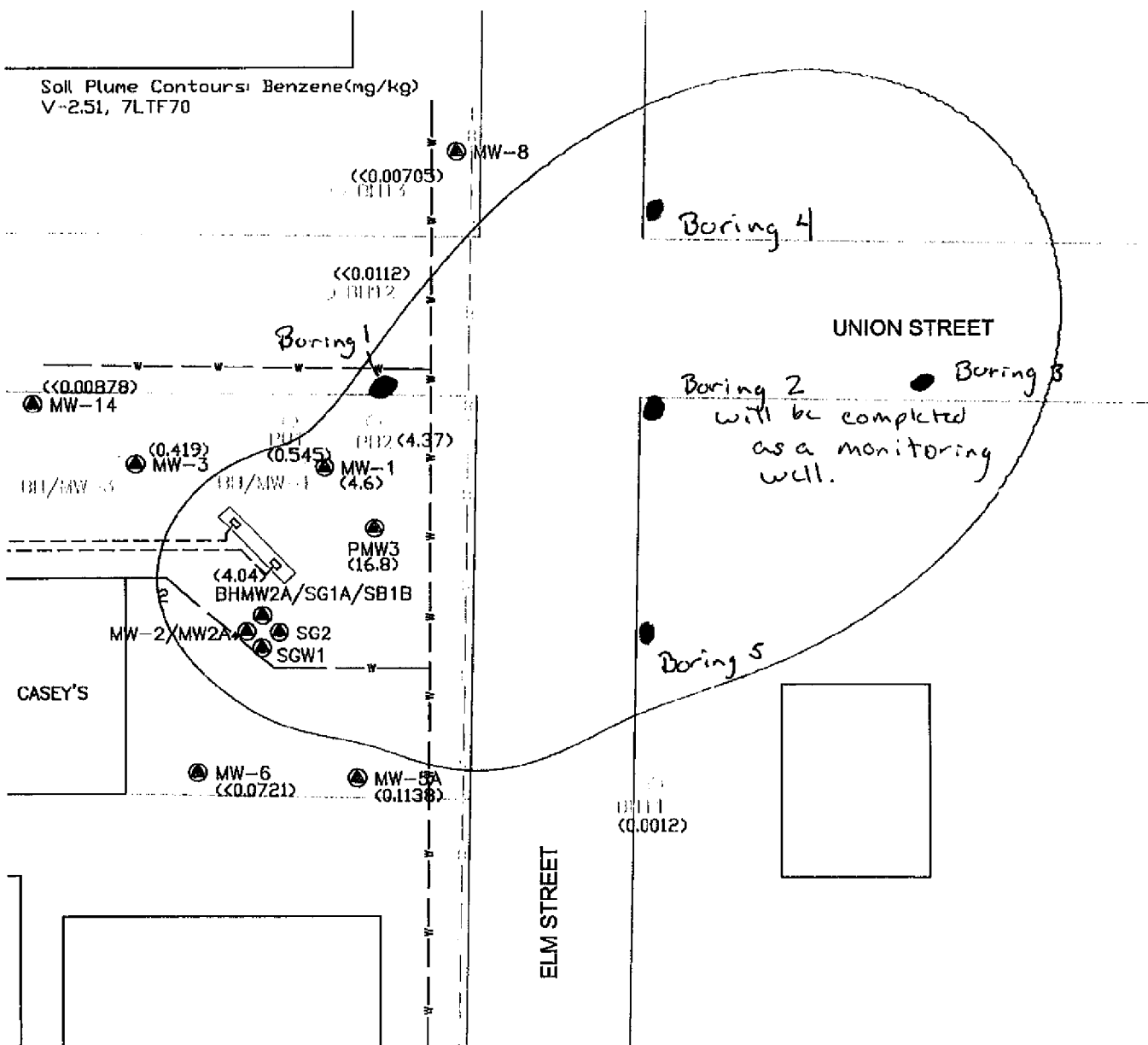


— NG — NATURAL GAS LINE
— OE — OVERHEAD ELECTRIC LINE
— CC — COMMUNICATIONS CABLE
— PL — APPROXIMATE PRODUCT
LINE LOCATION

— W — PLASTIC WATER SUPPLY
— W — WATER SUPPLY
— SS — SANITARY SEWER
□ APPROXIMATE UST LOCATION

B ACTUAL BENZENE CONTAMINATION
PLUME WITH TARGET LEVEL

Soil Plume Contours: Benzene(mg/kg)
V-2.51, 7LTF70



SOIL SUMMARY CORRECTIVE ACTION MAP
CASEY'S STORE #3
CRESTON, IOWA
PROJECT NO. CASYS 30002
DRAWING DATE: OCTOBER 2012

BARKERLEMAR

ENGINEERING CONSULTANTS

1801 Industrial Circle - West Des Moines, Iowa - 50265
Phone: 515.256.8814 - Fax: 515.256.0152 - www.barkerleamar.com

ATTACHME

13A



ATTACHMENT B

ENVIRONMENTAL LICENSE AGREEMENT

ENVIRONMENTAL SURVEY AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between The City of Creston whose address is 116 W. Adams Street, Creston, Iowa, 50801 (herein referred to as "Owner") and BARKER LEMAR ENGINEERING CONSULTANTS, on behalf of his client, with its principal offices at 1801 Industrial Circle, West Des Moines, Iowa 50265, (herein referred to as "Consultant").

Owner and Consultant agree as follows:

1. Owner grants Consultant, its representatives, clients, and contractors, a license and permission to enter Owner's property described as: The Union Street and Elm Street right of ways Creston, Iowa 50801 for the purpose of advancing soil borings for soil sampling and installation and periodic monitoring of a groundwater monitoring well. All activities conducted under this agreement shall be performed in compliance with all applicable laws, regulations, and orders of governmental bodies having jurisdiction.
2. Owner grants Consultant, its representatives, clients, and contractors, a license and permission to advance soil borings for soil sampling and install and sample a groundwater monitoring well, whose location is described as: The Union Street and Elm Street right of ways Creston, Iowa 50801.
3. Consultant agrees, on behalf of his client, that upon conclusion of the construction activities, the Consultant shall properly decommission its equipment and conduct activities in accordance with all applicable laws and regulations, and shall take all reasonable steps to restore the surface of the property as close to its condition existing prior to entry by Consultant on the property as is practicable.

IN WITNESS WHEREOF, this Agreement is executed as of the date hereinabove written.

OWNER

BARKER LEMAR ENGINEERING CONSULTANTS.

By Shannan Garretson

Name Shannan Garretson

Title Environmental Scientist

Lisa Williamson

From: Ellen Gerharz <chamber@crestoniowachamber.com>
Sent: Thursday, November 01, 2012 8:48 AM
To: Mike Taylor
Cc: Lisa Williamson
Subject: Request for Tourism Funding
Attachments: 2013 Proposed Tourism Marketing dollars.pdf

Dear Mayor Woods and Creston City Council Members,

Please find below a listing of some of the tourism related activities that the Chamber led in 2012.

I am also attaching the request for Hotel/Motel Moneys for Tourism in 2013.

If you have any questions please feel free to contact.

Thank you for your past support of tourism in Creston and Union County.

TOURISM DEVELOPMENT:

General Goal:

To continue to attract visitors to the area by marketing Creston as a tourism destination.

- Continued to promote the area locally, regionally, statewide and to surrounding states
- Continued to update and distribute brochures, SET, ads and other materials locally, regionally and statewide
- Continued promoting area through various websites, DM Register, KCCI, WHO and ABC, etc., State of Iowa and their Welcome Centers across the State
- Continued promoting area and events through various ads – Iowa Travel Guide, statewide newspaper advertising various regional newspapers and radio stations
- Continued Visitor Packets – mailed out over 635 packets on Creston and Union County
- Maintained tourism Web pages - www.unioncountyiowatourism.com.
- Continued working with local motels to promote the area
- Continued to work with local groups involved in tourism to promote and assist Creston and the area – Bob Brown at Mt. Pisgah, Union County Historical Society, the bed and breakfast establishments in the area, various organizations that hold activities in the area
- Continued to work with Western Iowa Tourism, Central Iowa Tourism, Southern Iowa Tourism, regional groups and State of Iowa Tourism Office, Travel Federation of Iowa to promote the area.
- Continued to organize and promote the various celebrations in Creston – 10,000 Crestonians 4th of July, 35th Annual Creston/ Southwest Iowa Hot Air Balloon Days & Lighted Christmas Parade and "No Place Like Creston for the Holidays"
- Continued to pursue new opportunities that will increase and strengthen tourism
- Continued recognition of tourism volunteers
- Continued maintaining the Visitors Center

Ellen Gerharz
Executive Director
Creston Chamber of Commerce
208 West Taylor, PO Box 471
Creston, IA 50801

(641) 782-7021
chamber@crestoniowachamber.com
www.crestoniowachamber.com
www.unioncountyiowatourism.com

**Proposed 2013 Hotel/Motel Monies for Tourism
Marketing & Promotion Budget**

	<u>Expense</u>
State of Iowa Coop Ad (7 X 4, ½ page) Iowa Travel Guide plus digital version	\$2650.00
State of Iowa Coop Advertisement in 2013 – Online Trio: Outdoor Recreation Sites and Trip Advisor Online	1000.00
State of Iowa Coop Advertisement, USA Weekend Brochure listing, May 2013	390.00
State of Iowa Coop Advertisement in 2013, Iowa Outdoors in May/June issue ???????	230.00
2013 WITR Ad Insert in Newspapers in 5 state area, \$1250 and Omaha World Herald Group Summer ads \$750	2000.00
Advertising in Our Iowa Magazine - 3 times during 2013	1500.00
Southern Iowa Tourism (SIT) 2013 Advertisement – promoting area and 10,000 Crestonians, Balloon Days and No Place Like Creston for the Holidays – both print and on their website, plus back page in 2013 (\$650)	1650.00
Update Discover Creston & Union County Brochure	1700.00
2013 Regional Balloon Days Ads (2) (Newspapers)	1100.00
2013 Regional No Place Like Creston for the Holidays Ads (2) (Newspapers)	1100.00
2013 Local & Regional Marketing of Tourism/both newspaper and radio	2000.00
Membership in Western Iowa Tourism Region, Central Iowa Tourism Region and Iowa Group Travel Ass.	750.00
2013 DSM Register Vacation Iowa Section	925.00
Mailing/Postage for Info & Response Requests and info to Welcome Centers, bags, stationary etc.	<u>1800.00</u>
Total	\$18,795.00

Additionally, the following will be requested at a later date.
Money (\$5000.00) for 10,000 Crestonians, which has been requested the past 6 years and granted, and \$5000.00 given to Balloon Days.

**Iowa Department of Natural Resources
Division of Conservation and Recreation
Forestry Bureau**

*IDNR Fire Supervisor
Gail A. Kantak
2404 South Duff Ave
Ames, IA 50010*

*Phone (515) 233-8067 or (515) 233-1161
Cell Phone: (515) 689-0083
Fax: (515) 233-1131
e-mail: Gail.Kantak@dnr.iowa.gov*

November 9, 2012

Creston Fire Dept
Todd Jackson
500 N Sumner Ave
Creston, IA 50801

Dear Chief Jackson,

The IDNR Forestry Bureau is pleased to inform you that your application for **2012 Volunteer Fire Assistance Grant** funds was **approved** for the following:

**US Forest Service
& IDNR Forestry Bureau
2012 VFA GRANT**

**FEDERAL ASSISTANCE
APPROVED
\$ 3500**

FOR:

**1 SET WILDLAND FIRE PPE (NOMEX PANTS/SHIRT/COVERALLS/BRUSH COAT); 4
HANDHELD/PROGRAMMABLE RADIOS; 2 MOBILE RADIOS; 10 UNITS OF FOAM; 2
NOZZLES/FITTINGS**

***To confirm your desire to use this allocation as identified above, you
must sign and return the enclosed Memorandum of Understanding
by December 31, 2012.***

AKIN

BUILDING CENTERS

604 Sheldon
Creston, Iowa 50801

(641)-782-3310 Phone
(641)-782-3234 Fax

To:	Attn: Mike Taylor	From:	Deanna
Fax:	641-782-6377	Pages:	16 with cover sheet
Phone:		Date:	11/5/12
Re:	Bills for Habitat for next City Council Mtg CC:		

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Mike-

Attached is a bill for the next city council meeting. I have sent copies to Jeremy as well.

Let me know if you have any questions.

Thanks!

Deanna Petersen
Akin Building Center
604 Sheldon Ave
Creston, IA 50801
641-782-3310
641-782-3234

11/14/11

AKIN

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604 Sheldon
Creston, Iowa 50801

(641)-782-3310 Phone
(641)-782-3234 Fax

To:	Attn: Mike Taylor	From:	Deanna
Fax:	641-782-6377	Pages:	2 with cover sheet
Phone:		Date:	11/9/12
Re:	Bills for Habitat for next City Council Mtg CC:		

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

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Thanks!

Deanna Petersen
Akin Building Center
604 Sheldon Ave
Creston, IA 50801
641-782-3310
641-782-3234

#500.00

AKIN

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604 Sheldon
Creston, Iowa 50801

(641)-782-3310 Phone
(641)-782-3234 Fax

To:	Attn: Mike Taylor	From:	Deanna
Fax:	641-782-6377	Pages:	3 with cover sheet
Phone:		Date:	11/15/12
Re:	Bills for Habitat for next City Council Mtg CC:		

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Mike-

Attached is a bills for the next city council meeting. I have sent copies to Jeremy as well.

Let me know if you have any questions.

Thanks!

Deanna Petersen
Akin Building Center
604 Sheldon Ave
Creston, IA 50801
641-782-3310
641-782-3234

#139.07

November 8, 2012

TO: Mayor Warren Woods and Creston City Council

FROM: Creston Chamber of Commerce

RE: Lighted Christmas Parade Permit, Street Closures for Parade and Fireworks Display

We would like to request a Parade Permit for the upcoming Lighted Christmas Parade to be held Thursday, November 29, 2012, with the parade beginning at 7:00 p.m.

The parade will line up on Mills Street from Pine to Cherry. The parade route will then be west on Mills to Elm, south on Elm to west on Montgomery to Division, South on Division to Adams, East on Adams to Walnut, North on Walnut to Montgomery and East on Montgomery to Cherry where the parade will disband.

We will need Cherry Street closed to traffic beginning at 6 P.M. from Howard to Montgomery, Mills closed from Cherry to Pine, and Pine closed from Howard to Montgomery for the parade to assemble.

Fireworks Display:

We will need Clark Street from Chestnut on the East and Poplar on the west closed starting at 7:00 p.m. on the 29th for set-up and the display taking place after the Lighted Christmas Parade.

Thank you for your consideration.

Sincerely,

Ellen Gerharz
Executive Director